

**STATE OF RHODE ISLAND**  
**DEMOLITION AND DEBRIS REMOVAL OF**  
**PROPERTY AT THE BIG RIVER MANAGEMENT**  
**AREA - DOA**

**BID/RFP NUMBER: 7548501**

**PREPARED BY:**



**J. R. VINAGRO CORPORATION**  
**2208 PLAINFIELD PIKE**  
**JOHNSTON, RI 02919**  
**(401)943-7100**  
**FAX(401)647-5041**

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFPNumber:** 7548501A2  
**Bid/RFP Title:** DEMOLITION & DEBRIS REMOVAL OF PROPERTY AT THE BIG RIVER MGMT. AREA, RI,  
DOA - ADD. 2 (4 PGS)  
**Opening Date & Time:** 3/21/2014 2:00 PM  
**RIVIP Vendor ID #:** 67718  
**Vendor Name:** J.R. Vinagro Corporation  
**Address:** 2208 Plainfield Pike  
Johnston , RI 02919  
USA  
**Telephone:** 401-943-7100  
**Fax:** 401-647-5041  
**E-Mail:** karenh@jrvinagrocorp.com  
**Contact Person:** Karen Hilton  
**Title:** ProjectCoordinator  
**R.I. Foreign Corp #:**

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 – REQUIREMENTS**

**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.**



## Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested. Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

## SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

## SECTION 4 - CONTRACT PROVISIONS

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.



4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

## **SECTION 5 – CERTIFICATIONS AND DISCLOSURES**

### **ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

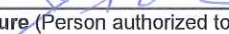
- Y 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- N 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- Y 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- Y 4. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.



IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Please see attached.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date March 21, 2014

Joseph R. Vinagro, President

Name and Title of company official signing offer

Print



## **Section 5 – Certifications and Disclosures**

### **Debarment-**

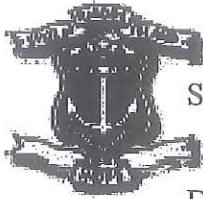
#### **New York Debarment**

On June 1, 2010, the New York Workers' Compensation Board assessed J.R. Vinagro Manufacturing & Processing, Inc. with a penalty of \$553.83 for failing to provide disability benefits insurance on a project in New York. Because of administrative error, the penalty was not paid until after the 30-day review period had lapsed, and the company was subject to a one-year debarment from July 1, 2010 to July 1, 2011.

**Russell Absi v. Joseph R. Vinagro, Patriot Hauling Co., Inc., and Enviro Crushing & Screening, Inc., C.A. No. P.C. 08-1265.** Complaint for assault, breach of contract, fraud, false pretenses and RICO filed with Providence Superior Court by a former employee after Mr. Vinagro was found not guilty in a criminal trial on the assault charge. Judgment for defendants entered on all but the count for assault on Nov. 15, 2010. Judgment for defendants entered on the count for assault on Feb. 17, 2011. Plaintiff did not file an appeal.



ENTITY	DATE	RIDEM NO. NOTICE OF VIOLATION #	ISSUING PARTY	PROPERTY	ALLEGATIONS	DISPOSITION
Joseph R. Vinagro	1/12/2004	RIDEM NOV # FW C02-0301, FW C06-0361, WP 03-01 and SW 2011-28, AAD Nos.: 11-008/FEW and 12-002/WME	RIDEM	A Street (AP 32, Lot 1, AP 33, Lot 28 and AP 43, Lot 66)	The NOV alleged wetlands alterations and solid waste violations. The NOV sought restoration work and administrative penalties in the amount of \$119,000.00.	Fully Executed Consent Agreement was issued 10/1/2013 and a \$13,000.00 penalty was paid. Credits in the amount of \$20,000.00 for the Earth Day SEP credit and \$86,000.00 for the Conservation Easement SEP shall be granted for a total settlement of \$119,000.00.
Joseph R. Vinagro	12/7/2001	RIDEM NOV # OC&I/SW #01-031 and Wetlands CO1-0062	RIDEM	A Street, Shun Pike, Johnston, RI (AP 33, Lot 28)	The NOV alleged unauthorized freshwater wetlands alterations and operation of an unlicensed solid waste management facility. The NOV sought penalties in the amount of \$218,634. It also required restoration work.	The NOV was resolved through a Consent Agreement dated 9/4/03 pursuant to which Respondents agreed to restore the wetlands and pay an administrative penalty of \$29,200 in installments. The NOV was released by a Release of Violation dated 1/31/11.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

March 5, 2014

**ADDENDUM NUMBER ONE**

**RFQ # 7548501**

**TITLE: Demolition & Debris Removal of Property at the Big River  
Management Area, DOA, Public Copy**

**Closing Date and Time: 3/21/14 at 2:00 PM**

**Per the issuance of this ADDENDUM #1 (1) page, including this cover sheet)**



**Specification Change /Addition / Clarifications**

**We received the following question regarding this bid:**

Question: Is the Pre-bid Conference at 12:30 on 03.11.14 Mandatory, or Non? On the cover page it states as Non-Mandatory, however on page 5 of 7 under Pre-bid Conference it states as mandatory.

Answer: The Pre-Bid Conference on March 11, 2014 at 12:30 PM is **non-mandatory**. Please omit the reference to the pre-bid conference on page 5 of 7 in the Division of Purchases, Public Work Clauses.





**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**March 14, 2014**

**Addendum Number Two**

**RFQ: 7548501**

**Demolition & Debris Removal of Property at the Big River  
Management Area, RI, DOA**

**Closing Date and Time: March 21, 2014 at 2:00 PM**

**This Addendum #2 is (4) pages, including this cover sheet.**

### **Specification Change/Addition/Clarification**

Notes from the Pre-bid conference:

These items (as they pertain to the bid process) were discussed by purchasing representative at the pre bid conference:

- This was a non-mandatory pre bid conference.
- Questions were being accepted on line. Date/time and address are specified in bid form.
- Bid bond is required. Payment and Performance bond is required.
- The public copy requirements were explained.
- Vendors were advised to review the seven page Public Works Bid Clauses.



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

-Vendors were advised that this was a prevailing wage job and the requirement to submit the prevailing wage certification.

-Vendors were advised of the Bid Preparation Checklist and that it is not a substitute for a thorough review of the bid proposal by the vendor.

-Vendors were asked to submit a W-9 with their bid proposal.

Romeo Mendes gave the scope of work to be performed.

-State will secure all necessary permits.

-Septic/Cesspools were to be located, checked if they needed to be pumped and abandoned as per instructions in the bid package.

-Wells were to be located and abandoned as per instructions in bid package.

-Any asphalt driveways can remain.

-In the case where a foundation is removed and a hole exists, cement pieces only can be thrown into the hole before filling in as per instructions in bid package.

-Any recyclable material (i.e. copper, etc.) on site is the property of the awarded vendor.

-Access to property should be blocked with boulders or cement blocks where possible.

-There is no lead or asbestos on any property. This has already been tested.

-It is the responsibility of the awarded vendor to remove any debris on site such as tires and dispose.

-Prior to abandoning the well at 209 Nooseneck Hill Rd., the awarded vendor should notify the agency so a water sample may be taken. The well at this location is within the footprint of the foundation.

Attached is a copy of the sign-in sheets from the conference.





State of Rhode Island  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908

# "NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

<b>BID NUMBER</b>	7546901
<b>BID TITLE</b>	DEMOLITION & DEBRIS REMOVAL OF PROPERTY AT THE BIG RIVER MANAGEMENT AREA, DOA
<b>PRE-BID DATE AND TIME</b>	3/11/2014 AT 12:30PM

<b>Purchasing Representative:</b>	DCADORET
<b>Pre-Bid Start Time:</b>	12:30
<b>Pre-Bid End Time:</b>	1:30

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED FOR PURCHASING USE ONLY
1 M+9 DISPOSAL	David Skrus	Po Box 70 Seekonk Mass	skrusp864@aol.com	401-263-3633		
2 COASTAL ABATEMENT INTERNATIONAL P.V.C.	STEVEN MACARUSO	51 GREEN HILL RD. JOHNSTON		401-946-6131	401-946-3604	
3	JEFF JEFFREY	1331 MAIN ST. JOHNSTON	jeffje@att.net	401-312-6565	401-312-6565	
4						
5 RMD/ Romed Mendes	Romed Mendes					
6 JAMES MACARONE	James Macarone					
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State of Rhode Island  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908

# "NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

BID NUMBER:	7546501
BID TITLE:	DEMOLITION & DEBRIS REMOVAL OF PROPERTY AT THE BIG RIVER MANAGEMENT AREA, DOA
PRE-BID DATE AND TIME:	3/11/2014 AT 12:30 PM

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED FOR PURCHASING USE ONLY
16 The Uniq Corp.	Mike Mollecaud	2208 Plainfield Rd	Michaelm@uniqucorp.com	401-943-7000		
17 R.L. Hanni Construction	Robert Hanni	321 Turner River Rd Apt 2E	R.L. Hanni Construction	723-6660		
18 L'Esperance Construction	Nicky Deeks	39 Wisteria St Providence RI	Michaelm@uniqucorp.com	749-1522		
19 Miles Development J.R. Wilbur		300 Jefferson Blvd Skt. 211 Providence, RI 02908	Wilbur@MilesDevelopment.com	401-463-6600		
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Purchasing Representative:  
DCADORET

PRE-BID START TIME:

12:30

PRE-BID END TIME:

1:30





## Request for Quote

Page 1 of 1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

CREATION DATE : 20-FEB-14

BID NUMBER: 7548501

TITLE: Demolition & Debris Removal of Property at the Big River Management Area, DOA

BID CLOSING DATE AND TIME: 21-MAR-2014 02:00:00

BUYER: Ohara 2nd, John F  
PHONE #: 401-574-8125

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DOA CONTROLLER  
ONE CAPITOL HILL, 4TH FLOOR  
SMITH ST  
PROVIDENCE, RI 02908  
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DOA-PLANNING  
ONE CAPITOL HILL - 3RD FLOOR  
PROVIDENCE, RI 02908  
US

Requisition Number: 1347086

Line	Description	Quantity	Unit	Unit Price	Total
1	Cost for 14 Town Hall Road West Greenwich, RI	1.00	Each	\$6,050.00	\$6,050.00 Six Thousand, Fifty Dollars and No Cents.
2	Cost for 301 Fish Hill Road, Coventry, RI	1.00	Each	\$6,600.00	\$6,600.00 Six Thousand, Six Hundred Dollars and No Cents.
3	Cost for 565 Nooseneck Hill Road	1.00	Each	\$4,884.00	\$4,884.00 Four Thousand, Eight Hundred Eighty Four Dollars and No Cents.
4	Cost for 209 Nooseneck Hill Road	1.00	Each	\$11,495.00	\$11,495.00 Eleven Thousand, Four Hundred Ninety Five Dollars and No Cents.
5	Total Cost for Items 1 - 4 as shown above	1.00	TOTAL	\$29,029.00	\$29,029.00 Twenty Nine Thousand, Twenty-Nine Dollars and No Cents.

*Joseph R. Vinagro, President*

Delivery: Per Bid Spec.

Terms of Payment: Per Bid Spec.

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



# AIA Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

*Name, legal status and address)*

**J.R. VINAGRO CORPORATION**  
2208 Plainfield Pike  
Johnston, RI 02919

### SURETY:

*(Name, legal status and principal place of business)*

**WESTCHESTER FIRE INSURANCE COMPANY**  
436 Walnut Street  
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*

**STATE OF RHODE ISLAND**  
ONE CAPITOL HILL  
Providence, RI 02908

**BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)**

**BOND NUMBER: JRVINAGRO283**

**PROJECT: BIG RIVER MANAGEMENT AREA-DEMOLITION AND DEBRIS REMOVAL, FOR RI DEPARTMENT OF ADMINISTRATION, BID/RFP NUMBER 7548501.**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **18th** day of **March**, 2014.

Karen Helton  
(Witness)

Tina Ebman  
(Witness)

**J.R. VINAGRO CORPORATION**  
(Principal)

(Seal)

(Title) Joseph R. Vinagro, President  
**WESTCHESTER FIRE INSURANCE COMPANY**  
(Surety)

(Seal)

Nancy Castonguay  
(Title) **Nancy Castonguay, ATTORNEY-IN-FACT**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**

Init.



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Heidi Rodzen, Joline L. Binette, Melanie A. Bonnevill, Nancy Castonguay, Robert Shaw, Jr., all of the City of LEWISTON, Maine, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of May 2013.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 17 day of May, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument; and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18<sup>TH</sup> day of MARCH, 2014



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER May 17, 2015.



## **BIG RIVER MANAGEMENT AREA – DEMOLITION AND DEBRIS REMOVAL**

**INTRODUCTION:** THE STATE WATER RESOURCES BOARD (WRB) IS RESPONSIBLE FOR RENTAL PROPERTIES LOCATED IN THE BIG RIVER MANAGEMENT AREA (BRMA). TWO (2) COMMERCIAL PROPERTIES WITHIN THE MANAGEMENT AREA HAVING BUILDINGS LOCATED ON SITE HAVE BEEN VACATED AND THE STRUCTURES ARE REQUIRED TO BE RAZED. THE WATER RESOURCES BOARD IS SEEKING TO SECURE A GENERAL CONTRACTOR TO COMPLETE REQUIRED DEMOLITION/DEBRIS REMOVAL ACTIVITIES.

IT IS THE WATER RESOURCES BOARD'S INTENT TO RAZE THE BUILDINGS AT EACH SITE LEAVING ANY FOUNDATIONS IN PLACE BUT REMOVING BOTH DEMOLITION DEBRIS AND SOLID WASTE FOUND ON SITE. DISPOSING OF ALL DEBRIS IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS AT EACH SITE WILL BE REQUIRED. LUMP SUM BIDS TO ACCOMPLISH EACH PHASE OF THE WORK ARE REQUIRED TO BE PROVIDED. THE WATER RESOURCES BOARD WILL OBTAIN REQUIRED DEMOLITION PERMITS.

### **SCOPE OF WORK:**

**14 TOWN HALL ROAD, WEST GREENWICH:** RAZE PRESENTLY EXISTING RESIDENTIAL AND OUT STRUCTURES TAKING IN ACCOUNT THE TOTAL AMOUNT OF MATERIAL REQUIRED TO BE REMOVED, TRANSPORTED AND PROPERLY DISPOSED OF AT AN APPROPRIATE OFF-SITE FACILITY. IN ADDITION TO DEMOLITION AND DEBRIS REMOVAL, LOCATE AND PROPERLY ABANDON DRINKING WATER WELL AND SEPTIC.

**301 FISH HILL ROAD, COVENTRY:** RAZE PRESENTLY EXISTING RESIDENTIAL AND OUT STRUCTURES TAKING IN ACCOUNT THE TOTAL AMOUNT OF MATERIAL REQUIRED TO BE REMOVED, TRANSPORTED AND PROPERLY DISPOSED OF AT AN APPROPRIATE OFF-SITE FACILITY. IN ADDITION TO DEMOLITION AND DEBRIS REMOVAL, LOCATE AND PROPERLY ABANDON DRINKING WATER WELL AND SEPTIC. LASTLY, BLOCK ACCESS TO SITE WITH BOULDERS.

PROVIDE ALL LABOR, MATERIALS & EQUIPMENT FOR DEMOLITION & REMOVAL OF DEBRIS, CONTENTS AS DESCRIBED ABOVE INCLUDING LOCATING AND PROPERLY ABANDONING DRINKING WATER WELLS AND SEPTIC SYSTEMS/CESSPOOLS.

INSURE ALL SHEDS, OUTBUILDINGS, FENCING/GATES AND DEBRIS ARE REMOVED FROM INDIVIDUAL LOTS AND SECURE SITES WHERE FEASIBLE BY BLOCKING ENTRANCES WITH BOULDERS.

### **SITE SPECIFIC ACTIVITIES TO BE CONDUCTED AS FOLLOWS:**

#### **14 TOWN HALL ROAD**

1. Demolish standing structures, remove and properly dispose of all debris
2. Collapse foundation, remove and properly dispose of all debris
3. Locate drinking water well. Properly abandon same by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.
4. Locate septic. Abandon same by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris.
5. Grade to existing terrain, loam with proper cover material and seed disturbed areas

#### 301 FISH HILL ROAD

1. Demolish standing structures, remove and properly dispose of all debris
2. Collapse foundation, remove and properly dispose of all debris
3. Locate drinking water well. Properly abandon same by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.
4. Locate septic. Abandon same by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris.
5. Grade to existing terrain, loam with proper cover material and seed disturbed areas
6. Secure site by blocking entrances along Fish Hill Road with boulders

#### 565 NOOSENECK HILL ROAD

1. Temporarily relocate boulders across driveway entrance
2. Collapse foundation, remove and properly dispose of all debris
3. Properly abandon marked drinking water well by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.
4. Abandon marked septic by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris.
5. Grade to existing terrain, loam with proper cover material and seed disturbed areas
6. Secure site by repositioning boulders along Nooseneck Hill Road driveway entrance

#### 209 NOOSENECK HILL ROAD

1. Temporarily relocate boulders across driveway entrance
2. Collapse foundation, remove and properly dispose of all debris
3. Properly abandon marked drinking water well by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.
4. Abandon marked septic by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris
5. Grade to existing terrain, loam with proper cover material and seed disturbed areas
6. Secure site by repositioning boulders along Nooseneck Hill Road driveway entrance





#### **14 TOWN HALL ROAD**

- 1. Demolish standing structures, remove and properly dispose of all debris**
  - 2. Collapse foundation, remove and properly dispose of all debris**
  - 3. Locate drinking water well. Properly abandon same by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.**
  - 4. Locate septic. Abandon same by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris.**
- 
- 5. Grade to existing terrain, loam with proper cover material and seed disturbed areas**



14 TOWN HALL ROAD, WEST GREENWICH, RHODE ISLAND  
BUILDING DESCRIPTION

STYLE:	Ranch
CONSTRUCTION:	Wood Frame
QUALITY:	Average
CONDITION:	Average
NUMBER OF STORIES:	1
ROOMS-BEDROOMS-BATHS:	4-2-1
BUILDING SIZE:	640 Square Feet
YEAR BUILT:	1930+/-
ADDITIONS:	None Noted
REMODELED:	See Below If Any
ROOFING:	Asphalt Shingle
EXTERIOR WALLS:	Wood Shingle
FOUNDATION:	Crawl Space
INTERIOR CEILINGS:	Suspended
INTERIOR WALLS:	Plaster and Paneling
INTERIOR FLOORS:	Pine and Vinyl
HEATING:	Forced Warm Air - Oil Fired
ELECTRICAL:	100 AMP Circuit Breaker
COMMENTS:	Property has a concrete block crawl space.

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# FLOORPLAN

Borrower:	File No.: 14townhill
Property Address:	Case No.:
City:	State: RI Zip:





### **301 FISH HILL ROAD**

- 1. Demolish standing structures, remove and properly dispose of all debris**
- 2. Collapse foundation, remove and properly dispose of all debris**
- 3. Locate drinking water well. Properly abandon same by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.**
- 4. Locate septic. Abandon same by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris.**
- 5. Grade to existing terrain, loam with proper cover material and seed disturbed areas**
- 6. Secure site by blocking entrances along Fish Hill Road with boulders**



301 FISH HILL ROAD, COVENTRY, RHODE ISLAND  
BUILDING DESCRIPTION

STYLE:	Ranch
CONSTRUCTION:	Wood Frame
QUALITY:	Average
CONDITION:	Average
NUMBER OF STORIES:	1
ROOMS--BEDROOMS--BATHS:	5-2-1
BUILDING SIZE:	888 Square Feet
YEAR BUILT:	1940+/-
ADDITIONS:	None Noted
REMODELED:	See Below If Any
ROOFING:	Asphalt Shingle
EXTERIOR WALLS:	Wood Shingle
FOUNDATION:	Crawl Space
INTERIOR CEILINGS:	Suspended
INTERIOR WALLS:	Drywall
INTERIOR FLOORS:	Carpet, Vinyl and Slate
HEATING:	Forced Warm Air Floor Furnace Propane Gas
ELECTRICAL:	100 AMP Circuit Breaker

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COMMENTS: This property has an attached breezeway, a one car garage and concrete patio. There is a fireplace in the living room.

# FLOORPLAN

Borrower:

File No.: 3015811

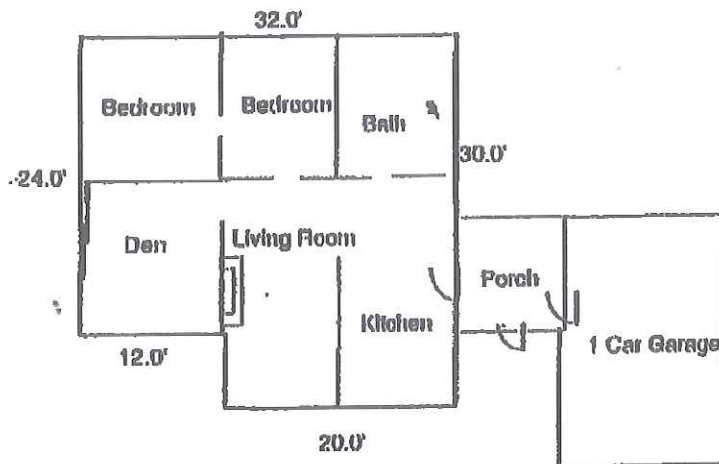
Property Address:

Case No.:

City:

State: RI

Zip:





#### **565 NOOSENECK HILL ROAD**

- 1. Temporarily relocate boulders across driveway entrance**
  - 2. Collapse foundation, remove and properly dispose of all debris**
  - 3. Properly abandon marked drinking water well by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.**
  - 4. Abandon marked septic by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris.**
- 
- 5. Grade to existing terrain, loam with proper cover material and seed disturbed areas**
  - 6. Secure site by repositioning boulders along Nooseneck Hill Road driveway entrance**





### **209 NOOSENECK HILL ROAD**

- 1. Temporarily relocate boulders across driveway entrance**
  - 2. Collapse foundation, remove and properly dispose of all debris**
  - 3. Properly abandon marked drinking water well by pulling submersible pump and any visible casing. Seal opening created by pulled casing with grout or cement and backfill any opening. \*Note, well casings located in pits below grade must have submersible pumps and visible casing removed.**
  - 4. Abandon marked septic by pumping and properly disposing of contents, pull and demolish any tanks present. Remove and properly dispose of all debris**
- 
- 5. Grade to existing terrain, loam with proper cover material and seed disturbed areas**
  - 6. Secure site by repositioning boulders along Nooseneck Hill Road driveway entrance**



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

## **DIVISION OF PURCHASES PUBLIC WORKS BID CLAUSES**

### **Offer to Contract**

All bid proposals are subject to and constitute an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation, any addenda, applicable federal and municipal law, and the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), all of which are incorporated by this reference into any contract awarded pursuant to this solicitation.

The terms and conditions in these Division of Purchases Public Works Bid Clauses supersede any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation and shall govern this solicitation and the award of any contract pursuant to this solicitation.

### **Noncompliance**

Bidders must comply with all requirements. Any failure to comply may result, at the discretion of the State Purchasing Agent, in the disqualification of the bid proposal.

Failure of the successful bidder to comply with the terms and conditions of the contract awarded pursuant to this solicitation may result in nonpayment, termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy in the sole discretion of the State Purchasing Agent.



### **Addenda**

Bidders are responsible for checking for addenda, all of which become incorporated into this solicitation upon posting on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). No addenda will be posted within the 5-day period preceding the submission date for bid proposals.

### **Apprenticeship**

The successful bidder must employ apprentices on this project (if the value of the project is at least \$1 Million) in accordance with the apprentice to journeyperson ratio for each trade approved by the State Apprenticeship Council. Specific information is available at [www.dlt.ri.gov/apprenticeship](http://www.dlt.ri.gov/apprenticeship).

### **Award**

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid. A binding contract between the State of Rhode Island and the successful bidder will be formed only by the issuance of a Purchase Order by the Division of Purchases.

### **Bid Proposal Submission**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form) must be submitted in a *separate sealed envelope* with the specific "Bid Number" and the "Submission Date and Time" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered to the Division of Purchases (via mail or messenger service) by the date and time specified for the submission of bid proposals. Bidders should allow at least one hour additional time for parking and clearance through security checkpoints when delivering a bid proposal in person or by messenger. Bids must be addressed to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill, Second Floor  
Providence, RI 02908-5855

Bid proposals that are not present in the Division of Purchases at the date and time specified for the submission of bid proposals for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.



### **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal.

### **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

### **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be fabricated or processed from steel made in the United States.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the State Equal Opportunity Office.

### **Foreign Corporations**

No foreign corporation may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State. The successful bidder will be required to provide a Good Standing Certificate issued by the Rhode Island Secretary of State within the 10-day period following the tentative letter of award.

### **Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project site, including (without limitation) checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal.

## Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including non owned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to required additional or more extensive coverage.

### **Licenses**

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any governmental authority to perform such work.

### **Minority Business Enterprises**

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Law § 37-14.1-1, et seq. The State's goal is for a minimum ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [charles.newton@doa.ri.gov](mailto:charles.newton@doa.ri.gov), Visit the website <http://www.mbe.ri.gov/>

### **Occupational Safety**

The successful bidder must ensure (if the total project cost is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

### **Payment and Performance Bonds**

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract.

### **Prebid Conference**

Bidders must attend a mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

### **Public Copy**

Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. For further information on how to comply with this statutory requirement, see R. I. Gen. Laws § 37-2-18(b), Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).



### **Reservation of Rights**

The Division of Purchases reserves the right to revoke, suspend, or terminate this solicitation at any time in its sole discretion.

### **Subcontractors**

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The Division of Purchases reserves the right to reject any such bid proposal.

### **Substitutions**

Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. A request for substitution must include the detailed information necessary for a comprehensive evaluation.

### **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

### **Termination**

The Division of Purchases reserves the right to terminate any contract awarded pursuant to this solicitation at any time, for any reason, with or without cause.

## **Wages**

### ***For contracts that total less than \$1 Million***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (for the various trades) on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, and submit certified weekly payroll forms on a monthly basis to the agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### ***For contracts that may total \$1 Million or Greater***

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates for the various trades on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, submit certified weekly payroll forms on a monthly basis to the agency, and maintain (for contracts totaling \$1 Million or more) a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

## **Withdrawal**

Bid proposals are irrevocable for a period of 60 days following the due date for their submission.

**Contract Terms and Conditions**

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## **Terms and Conditions**

### **BID STANDARD TERMS AND CONDITIONS**

#### **TERMS AND CONDITIONS FOR THIS BID**

#### **SURETY REQUIREMENTS**

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

**START DATE**      Upon

**STARTING DATE** NTP      **NO. OF WORKING DAYS REQUIRED FOR COMPLETION**  
No more than 2 working days for each property upon receipt of  
demolition permit.

#### **WAGE REQUIREMENTS**

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

#### **INSURANCE REQUIREMENTS**

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO

BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: \* PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. \* BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. \* SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. \* ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. \* VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

#### **LICENSE REQUIREMENTS**

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

#### **RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,  
DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

#### **PURCHASE AGREEMENT BID**

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.





STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
151I Pontiac Avenue  
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Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: Joseph R. Vinagro  
Title: President

Subscribed and sworn before me this 21 day of March, 2014

Chen Riccio  
Notary Public  
My commission expires: 4-16-14

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone: (401) 462-8000

## APPENDIX A

# TITLE 37 Public Property and Works

## CHAPTER 37-13 Labor and Payment of Debts by Contractors

### SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.



APPENDIX B

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.





State of Rhode Island  
Division of Purchases

Public Works  
Bid Preparation Checklist

**Date:** 2/21/2014

**Bid#:** 7548502

**Title:** Emergency Culvert Repair/Replacement Fish Hill Road, Coventry, RI, DOA

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders in the Project Manual nor a comprehensive list of all bid requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

**Bid Proposal Package:**

- ☒ RIVIP Bidder Certification Cover Form (completed and signed)
- ☒ Bid Form
  - All applicable blank spaces on the Bid Form have been completed
  - All Addenda have been acknowledged
  - Bid amount printed legibly in ink in both words and figures that match when applicable
  - Erasures or corrections have been initialed by person signing the bid proposal
  - Bid Form is signed in ink
- ☒ Bid Surety
  - Bid bond or certified check (for DOT projects, bid bond only)
  - Bid surety is five percent of the bid total (or such other specified amount)
  - Bid Bond is signed by the bidder and surety
  - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond
- ☒ Public Copy of bid proposal in pdf format on a read-only CD-R media disk (R.I. Gen. Laws § 37-2-18 (b))
- ☐ General Contractor Apprenticeship Certification Form "2013-14" (for projects greater than \$1,000,000) (R.I. Gen. Laws § 37-13-3.1). *Note: General Contractor Apprenticeship Re-Certification and Certification "2013-15" and Subcontractor Apprenticeship Certification Form "2013-16" are not required at time of bid.*
- ☒ Applicable professional licenses (as specified in the bid)

- ☐ Rhode Island Contractor Registration Board No.
- ☒ All bid proposal documents in a sealed envelope with the specific bid #, bid title, and the opening date and time (as provided in the bid) marked in the upper left hand corner of the envelope.
- ☒ Each bid proposal submitted in a separate sealed envelope.
- ☒ Completed Form W-9
- ☐ Other \_\_\_\_\_

**Bid Delivery:**

Bid proposals misdirected to other State locations or otherwise not in the State of Rhode Island, Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855 at the time of opening (as reflected on the time clock in the Division of Purchases) for whatever reason will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

**Buyer Name:** John F. O'Hara II

**Contact Information:** 401-574-8125



State of Rhode Island  
Division of Purchases

Public Works  
Bid Preparation Checklist

**Date:** 2/21/2014

**Bid#:** 7548501

**Title:** Demolition & Debris Removal of Property at the Big River Mgmt. Area, DOA

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders in the Project Manual nor a comprehensive list of all bid requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

**Bid Proposal Package:**

- ☒ RIVIP Bidder Certification Cover Form (completed and signed)
- ☒ Bid Form
  - All applicable blank spaces on the Bid Form have been completed
  - All Addenda have been acknowledged
  - Bid amount printed legibly in ink in both words and figures that match when applicable
  - Erasures or corrections have been initialed by person signing the bid proposal
  - Bid Form is signed in ink
- ☒ Bid Surety
  - Bid bond or certified check (for DOT projects, bid bond only)
  - Bid surety is five percent of the bid total (or such other specified amount)
  - Bid Bond is signed by the bidder and surety
  - Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond
- ☒ Public Copy of bid proposal in pdf format on a read-only CD-R media disk (R.I. Gen. Laws § 37-2-18 (b))
- ☐ General Contractor Apprenticeship Certification Form "2013-14" (for projects greater than \$1,000,000) (R.I. Gen. Laws § 37-13-3.1). *Note: General Contractor Apprenticeship Re-Certification and Certification "2013-15" and Subcontractor Apprenticeship Certification Form "2013-16" are not required at time of bid.*
- ☒ Applicable professional licenses (as specified in the bid)



- ☐ Rhode Island Contractor Registration Board No.
- ☒ All bid proposal documents in a sealed envelope with the specific bid #, bid title, and the opening date and time (as provided in the bid) marked in the upper left hand corner of the envelope.
- ☒ Each bid proposal submitted in a separate sealed envelope.
- ☒ Completed Form W-9
- ☐ Other \_\_\_\_\_

**Bid Delivery:**

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**Buyer Name:** John F. O'Hara II

**Contact Information:** 401-574-8125

State of Rhode Island  
**PAYER'S REQUEST FOR TAXPAYER  
 IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)****Employer ID No. (EIN)**

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**NAME** J.R. Vinagro Corporation**ADDRESS** 2208 Plainfield Pike**(REMITTANCE ADDRESS, IF DIFFERENT)** Same as above.**CITY, STATE AND ZIP CODE** Johnston, RI 02919**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**
**SIGNATURE** J.R. Vinagro **TITLE** President **DATE** 3/21/2014 **TEL NO.** 401-943-7100
**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐  
 Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

R. YIMAGRO CORPORATION

AUTHORIZED REPRESENTATIVE

JOSEPH R. YIMAGRO

DRIVER'S LICENSE #

RI 9090872

EXECUTIVE DIRECTOR

*Ray F. Butler*



